

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
DELPHI CORPORATION, et al. : Case No. 05-44481 (0055)
Debtors. : (Jointly Administered)
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AFFIDAVIT OF ORDINARY COURSE PROFESSIONAL

STATE OF OHIO)
) ss:
COUNTY OF MONTGOMERY)

1. I am a principal of CREW & BUCHANAN, f/k/a CREW, BUCHANAN & LOWE (CREW & BUCHANAN) which firm maintains offices at 2580 Kettering Tower, Dayton, Ohio 45423-2580.

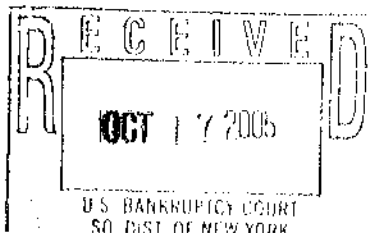
2. Neither I, CREW & BUCHANAN, nor any partner, or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession ("Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this affidavit.

3. CREW & BUCHANAN, has represented and advised the Debtors in legal services with respect to a broad range of aspects of the Debtors' business.

4. The Debtors have requested, and CREW & BUCHANAN has agreed, to continue to represent and advise the Debtors pursuant to section 327(e) of title 11 of the United States Code, 11 U.S.C. §§101-1330, as amended ("Bankruptcy Code"), with respect to such matters. Additionally, the Debtors have requested, and CREW & BUCHANAN proposes, to render the following services to the Debtors: Legal Services

5. CREW & BUCHANAN's current fee arrangement is attached hereto.

6. Except as set forth herein, no promises have been received by CREW & BUCHANAN or any partner, or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and Fee Guidelines promulgated by the Executive Offices of the United States Trustee.



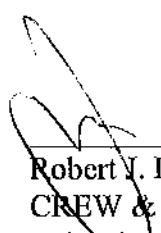
7. CREW & BUCHANAN has no agreement with any entity to share with such entity any compensation received by CREW & BUCHANAN.

8. CREW & BUCHANAN and its partners, and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. CREW & BUCHANAN does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

9. Neither I, CREW & BUCHANAN, nor any partner, or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which CREW & BUCHANAN is to be engaged.

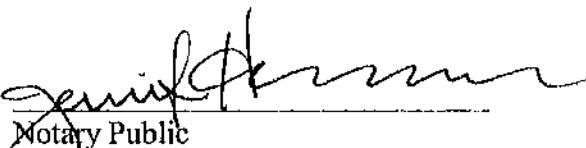
10. The foregoing constitutes the statement of CREW & BUCHANAN pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT.



Robert J. Davidck, Partner
CREW & BUCHANAN
2580 Kettering Tower
Dayton, Ohio 45423-2580

Subscribed and sworn before me
this 10th day of October, 2005



Notary Public



JENNIFER K. HANN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

Crew & Buchanan Fee Schedule with Delphi Automotive Systems, Inc.:

Attorneys:

Joseph P. Buchanan	\$150.00/hr.
Robert J. Davidek	\$140.00/hr.
Jennifer K. Harrison	\$115.00/hr.

Paralegals:

Linda L. Fultz	\$ 60.00/hr.
Stacie J. Wilson	\$ 60.00/hr.

ATTACHMENT 1